

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7157901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/09/2020
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY L. ANTLE	02/03/2022
STEVEN T. SNYDER	02/03/2022
AUSTIN J. LARICK	02/02/2022
RECEIVING PARTY DATA	
Name:	STOUT INDUSTRIAL TECHNOLOGY, INC.
Street Address:	90 MONTEREY-SALINAS HIGHWAY
City:	SALINAS
State/Country:	CALIFORNIA
Postal Code:	93908
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17171953
CORRESPONDENCE DATA	
Fax Number:	(317)237-3900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	317-237-3800
Email:	pstallwood@fbtlaw.com
Correspondent Name:	FROST BROWN TODD LLC
Address Line 1:	201 N. ILLINOIS ST.
Address Line 2:	SUITE 1900
Address Line 4:	INDIANAPOLIS, INDIANA 46244-0961
ATTORNEY DOCKET NUMBER:	SIT-101-US.0741320
NAME OF SUBMITTER:	PATRICIA E. STALLWOOD
SIGNATURE:	/Patricia E. Stallwood/
DATE SIGNED:	02/03/2022
Total Attachments: 6	
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ASSIGNMENT

Jeffrey L. Antle of Salinas, California,
Steven T. Snyder of Salinas, California, and
Austin J. Larick of Salinas, California

hereinafter referred to (either singularly or collectively as appropriate) as the "Assignor" has created certain items of intellectual property in

MODULAR SMART IMPLEMENT FOR PRECISION AGRICULTURE

which includes proprietary information, various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," created by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

US Provisional Patent Application No. 62/971,991, filed on February 9, 2020;
US Provisional Patent Application No. 62/972,641, filed on February 10, 2020;
US Provisional Patent Application No. 63/074,544, filed on September 4, 2020;
US Patent application No. 17/171,953, filed on February 9, 2021; and
International Patent Application No. PCT/US21/17293, filed on February 9, 2021.

hereinafter referred to as the "Application."

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell and transfer to

Stout Industrial Technology, Inc., a Corporation of the state of California, having a principal place of business at 90 Monterey-Salinas Highway, Salinas, California 93908 hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title, and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, provisional, non-provisional, utility, utility model, design, industrial design, innovation, invention, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, examinations, re-examinations, review (e.g., Inter Partes and Post-Grant), and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, non-provisional, utility, utility model, design, industrial design, innovation, invention, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, examinations, re-examinations, review (e.g., Inter Partes and Post-Grant), and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

ASSIGNMENT

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits.

as related to the Intellectual Property, future developments in the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Application and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all papers necessary or desirable to enforce or perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors, which may be necessary or desirable in connection with any proceeding, such as any linter partes review, post-grant review, supplemental examination, interference, derivation proceeding, other post-grant proceeding, or litigation;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, if there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid and cooperate in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, does not constitute a total waiver of the Assignor's attorney-client rights and privileges.

ASSIGNMENT

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

Assignor understands that Frost Brown Todd LLC does not personally represent Assignor or Assignor's legal interests, but instead represents the interests of Assignee. Assignor acknowledges Assignor's right to retain Assignor's own independent legal counsel.

This Assignment embodies the complete and final agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of California, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of California in connection with any dispute arising under the Assignment.

If any provision or term of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions and terms of this Assignment, which remaining provisions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of February 9, 2020.

ASSIGNMENT

Assignor:

[Handwritten Signature]
Signature (Assignor/Inventor)

Printed Name: Jeffrey L. Antle

Date: 3 day of FEBRUARY, 2022

Notary:

STATE OF California)
COUNTY OF Monterey) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Jeffrey L. Antle, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

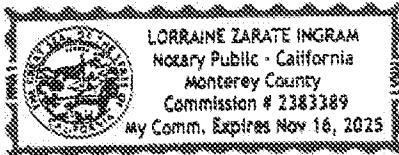
Signature (Notary Public): *[Handwritten Signature]*

Printed Name: Lorraine Z. Ingram

Date: 3 day of February, 2022

Resident of Monterey County

My Commission Expires: Nov. 16, 2025



ASSIGNMENT

Assignor:

Austin Larick

Signature (Assignor/Inventor)

Printed Name: Austin J. Larick

Date: 2 day of Feb, 20 22

Notary:

STATE OF California)
COUNTY OF Monterey) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Austin J. Larick, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Signature (Notary Public):

Lorraine Z. Ingram

Printed Name: Lorraine Z. Ingram

Date: 2 day of February, 20 22

Resident of Monterey County

My Commission Expires: Nov. 16, 2025

